

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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FAIR HOUSING JUSTICE CENTER, INC.;  
PATRICIA DELONE-FELIX; STANLEY  
FELIX; BIANCA JONES; and ROSLYN  
SEALE,

Plaintiffs,

-against-

JUDA NIAYZOV; ALEVTINA IOFFE;  
EXCLUSIVE PROPERTIES REALTY, INC.;  
NDERIM DEMIROVIC; 202 MARINE LLC;  
XUEQIANG ZHENG; YU LI WENG; XIAN  
JIN ZHANG; and REMAX EDGE REALTY, LLC,

Defendants.  
-----X

STATE OF NEW YORK                    )  
COUNTY OF QUEENS                    )

Index No. 24 Civ. 4201

**AFFIDAVIT IN SUPPORT  
OF MOTION TO BE  
RELIVED AS COUNSEL**

Christopher P. DelCioppio, an attorney duly admitted to practice law before this Court,  
hereby declares under the penalty of perjury:

1. I am counsel for Defendants JUDA NIAYZOV, ALEVTINA IOFFE, EXCLUSIVE PROPERTIES REALTY, INC (the "Niayzov Defendants") in this matter, and I am fully familiar with the facts herein. I submit this affidavit in support of this office's motion to withdraw as counsel for the Niayzov Defendants.

2. Counsel for the Niayzov Defendants respectfully requests the Court's permission to withdraw as counsel for the Niayzov Defendants. Pursuant to Eastern District Local Civil Rule 1.4(b), Sacco & Fillas, LLP, Luigi Brandimarte, Esq., Christopher Paul DelCioppio Esq., and Patricia Rose Lynch, Esq., (collectively "S&F") seek leave from this Court to withdraw as counsel for the Niayzov Defendants and for such other and further relief as this Court deems proper.

10. Professional considerations for the confidentiality of the Niayzov Defendants prohibit production of these invoices as part of this motion.

11. By March, the work that needed to be done in this litigation was beginning to increase, as multiple conferences were held and discovery demands and responses needed to be handled. However, the Niayzov Defendants owed a significant balance in legal fees to this office. Accordingly, your affiant sent an email to the Niayzov Defendants on March 3, 2025, asking if they had any questions about the most recent invoice and charges. Your affiant also reminded the Niayzov Defendants in that same email that the charges needed to be paid and that failure to do so would result in this office moving to be relieved as their counsel. Attached hereto as Exhibit "C" is a true and correct copy of the March 3, 2025 email, with confidential information redacted.

12. Your affiant emailed the Niayzov Defendants again on March 31, 2025 with the invoice attached and requesting payment by April 7, 2025. Your affiant emailed the Niayzov Defendants again on April 7, 2025, attaching the invoice and reminding them that we would need to withdraw as counsel if the balance due was not paid. Attached hereto as Exhibit "D" is a true and correct copy of the March 31, 2025 email, and April 7, 2025 email.

13. On April 10, 2025, your affiant sent a text message to Defendant Alevtina Ioffe inquiring about a response to the April 7, 2025 email and stating again that this office would move to be relieved as counsel if the Niayzov Defendants did not remit the full balance due. Attached hereto as Exhibit "E" is a true and correct copy of the text message your affiant sent to Defendant Alevtina Ioffe.

14. Lastly, on April 15, 2025, your affiant spoke with Defendant Ioffe by phone, advising that this office would be moving to be relieved as counsel due to Niayzov Defendant's failure to remit the balance due to this office for legal fees.

15. Your affiant informed Defendant Ioffe during this call of S&F's intention to withdraw and the potential consequences of this withdrawal, including the possibility of proceeding pro se or seeking new counsel. *U.S. v. 777 Greene Avenue*, 609 F.3d 94 (2d Cir. 2010).

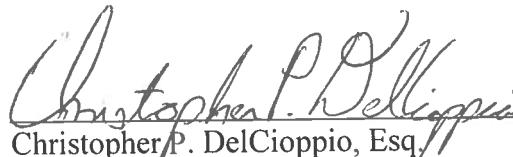
16. Your affiant assures the Court that S&F's withdrawal will not unduly disrupt the proceedings. S&F will cooperate fully with any new counsel to ensure a smooth transition and minimize any impact on the case's timing. *In re WB Bridge Hotel LLC*, 656 B.R. 733 (U.S. Bankr. Ct., S.D.N.Y., 2024).

17. The next deadline before the Court is the Niayzov Defendants responding to Plaintiffs' motion to compel on April 17, 2025. The next court conference is a status conference currently scheduled for April 24, 2025.

18. S&F is not asserting a lien of any type.

#### CONCLUSION

19. For the reasons stated above, affiant respectfully requests that the Court grant S&F's motion for Sacco & Fillas, LLP, Luigi Brandimarte, Esq., Christopher Paul DelCioppio Esq., and Patricia Rose Lynch, Esq. to be relived as counsel for the Niayzov Defendants. Affiant declares under penalty of perjury that the foregoing is true and correct.

  
Christopher P. DelCioppio, Esq.

Sworn to before me this  
16<sup>th</sup> day of April, 2025

  
NOTARY PUBLIC

JULIE AKHUNOVA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01AK6110104  
Qualified in Queens County  
Commission Expires August 18, 2028